

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

IN RE:	§	
	§	CASE NO 21-30071
THE GATEWAY VENTURES, LLC,	§	
	§	
	§	
Debtor.	§	

**MOTION OF DEBTOR TO (I) REJECT ESCROW CONTRACT AND
LEASE AND (II) REFUND**

THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO YOUR INTERESTS.

IF NO TIMELY RESPONSE IS FILED WITHIN TWENTY ONE (21) DAYS FROM THE DATE OF SERVICE, THE RELIEF REQUESTED HEREIN MAY BE GRANTED WITHOUT A HEARING BEING HELD.

A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE HELD.

TO THE HONORABLE H. CHRISTOPHER MOTT, U.S. BANKRUPTCY JUDGE:

The Gateway Ventures LLC (collectively, the “Debtor”) file this *Motion of Debtor to (I) Reject Escrow Contract and (II) Refund Deposit* (the “Motion to Reject”) and in support thereof would show the Court the following.

INTRODUCTION

1. Debtor seeks to reject a ground lease and return the deposit to the counter-party.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this Motion pursuant to Sections 105, 363, and 1101 et seq. of the United States Bankruptcy Code, Title 11 of the U.S. Code, 11 U.S.C. §101 et seq. (the “Code” or “Bankruptcy Code”), and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules” or individually a “Bankruptcy Rule”), and 28 U.S.C. §§157 and 1334.

3. This matter constitutes a core proceeding under 28 U.S.C. §157(b).
4. Venue is proper under 28 U.S.C. §§1408 and 1409.
5. The Court has constitutional authority to decide this Motion under *Stern v. Marshall*, 564 U.S. 462 (2011) and its progeny.

FACTUAL BACKGROUND

The identify and background of the Debtor and Debtor in Possession.

6. TGV owns and is the developer of a tract of real property of approximately 19 acres in El Paso, El Paso County, Texas.

The Commencement of the Bankruptcy Cases.

7. On February 5, 2021 (the “Petition Date”), TGV commenced the above-caption case by filing a voluntary petition under Chapter 11 of the Code.

Factual background in support of the relief requested.

8. On or about July 24, 2020, TGV and Union Gateway LLC (“Union”) entered into a Restaurant Lease, which lease was amended on or more occasions including an amendment dated October 30, 2020 (collectively, the “Lease”). *See* Exhibit **TGV002**¹ (October 30, 2020 amendment).

9. The Lease contemplated the construction and lease of a restaurant one on tract of the Subject Property and a substantial completion date of March 31, 2021.

10. Union provided an initial Security Deposit in the amount of \$18,500.00 that is held by an Escrow Agent as defined and described in the Lease.

11. TGV is unable to perform the Lease within the time required.

12. TGV believes the Lease otherwise is burdensome to the estate.

¹ TGV is consecutively numbering exhibits throughout this proceeding.

13. TGV in its business judgment believes it is in the best interest of the estate to reject the lease.

14. TGV wishes to release the security deposit to TGV, which was placed into escrow under the Lease (as amended).

15. Union has contacted TGV requesting a resolution of the Lease that results in the return of the \$18,500 deposit. Union has agreed to otherwise waive any rejection damages and any other claim against TGV and the estate, which resolution TGV also believes to be a result necessitated by rejection of the Lease and/or in the best interest of the estate.

RELIEF REQUESTED

16. TGV respectfully requests that the Court enter an order deeming the Lease to be rejected as of the Petition Date and authorizing TGV and the Escrow Agent named in the lease to return the \$18,500 deposit to Union Gateway LLC.

17. A proposed form of Order is attached hereto and is incorporated by reference herein.

BASIS OF RELIEF

18. TGV believes the Lease otherwise is burdensome to the estate.

19. TGV in its business judgment believes it is in the best interest of the estate to reject the lease.

20. TGV wishes to release the security deposit to TGV, which was placed into escrow under the Lease (as amended).

21. The Lease (§3.1 of the October 30, 2020 amendment) requires the return of the \$18,500 in the event TGV does not transmit the Completion Information (as defined there).

CONCLUSION AND PRAYER

WHEREFORE, The Gateway Ventures LLC respectfully request that the Court enter an order deeming the Lease to be rejected and authorizing TGV and the Escrow Agent named in the lease to return the \$18,500 deposit to Union Gateway LLC, as set forth in the proposed order. Movant respectfully request such other and further relief to which movant is entitled at law or in equity.

DATED: April 6, 2021

Respectfully Submitted:

WEYCER, KAPLAN, PULASKI & ZUBER, P.C.

By: /s/ Jeff Carruth

JEFF CARRUTH
State Bar No. 24001846
3030 Matlock Rd., Suite 201
Arlington, Texas 76015
Phone: (713) 341-1058
Facsimile: (866) 666-5322
jcarruth@wkpz.com

PROPOSED ATTORNEYS FOR
THE GATEWAY VENTURES, LLC
DEBTOR AND DEBTOR IN POSSESSION

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served on April 6, 2021 (1) by electronic notice to all ECF users who have appeared in this case to date, and/or as set forth below and (2) by regular mail to all parties appearing in the attached address list (i.e. mailing matrix) obtained from the Court's PACER facility. *A copy of the service lists was not served with the regular mail service set but is available by contacting the undersigned.*

ANY PARTY REQUESTING A FULL SIZED COPY OF THIS PLEADING OR COPIES OF ANY EXHIBITS SHOULD CONTACT THE UNDERSIGNED.

/s/ Jeff Carruth
JEFF CARRUTH

21-30071-hcm Notice will be electronically mailed to:

Jeff Carruth on behalf of Debtor The Gateway Ventures, LLC
jcarruth@wkpz.com, jcarruth@aol.com; ATTY_CARRUTH@trustesolutions.com

Harrel L. Davis, III on behalf of Creditor Suresh Kumar
hdavis@eplawyers.com, vrust@eplawyers.com; vpena@eplawyers.com

James Michael Feuille on behalf of Creditor Ashish Nayyar
jfeu@scotthulse.com, tmar@scotthulse.com

James Michael Feuille on behalf of Creditor Deepesh Shrestha
jfeu@scotthulse.com, tmar@scotthulse.com

James Michael Feuille on behalf of Creditor Rahim Noorani
jfeu@scotthulse.com, tmar@scotthulse.com

James Michael Feuille on behalf of Creditor Umesh Shrestha
jfeu@scotthulse.com, tmar@scotthulse.com

Ryan Little on behalf of Interested Party Union Gateway, LLC
little@mgmsg.com, tsilva@mgmsg.com

Clyde A. Pine, Jr. on behalf of Creditor HD Lending, LLC
pine@mgmsg.com, clyde.pine@gmail.com

Donald P. Stecker on behalf of Creditor City Of El Paso
don.stecker@lgbs.com

United States Trustee - EP12
USTPRegion07.SN.ECF@usdoj.gov

Eric Charles Wood on behalf of Creditor Westar Investors Group, LLC
eric@brownfoxlaw.com, melissa@brownfoxlaw.com

Eric Charles Wood on behalf of Creditor Saleem Makani
eric@brownfoxlaw.com, melissa@brownfoxlaw.com

Eric Charles Wood on behalf of Creditor Suhail Bawa
eric@brownfoxlaw.com, melissa@brownfoxlaw.com

Label Matrix for local noticing
0542-3
Case 21-30071-hcm
Western District of Texas
El Paso
Thu Mar 18 08:48:44 CDT 2021

Ashish Nayyar
806 Rockport Lane
Allen, TX 75013

Deepesh Shrestha
c/o James M. Feuille
ScottHulse PC
P.O. Box 99123
El Paso, TX 79999-9123

HD Lending LLC
6080 Surety Dr. Ste 101
El Paso, TX 79905-2066

Internal Revenue Service
Special Procedures Staff - Insolvency
P. O. Box 7346
Philadelphia, PA 19101-7346

Rahim Noorani
4312 Hopi Drive
Carrollton, TX 75010-1133

Saleem Makani
c/o Eric W. Wood
Brown Fox PLLC
5550 Granite Parkway, Suite 175
Plano, Texas 75024
Email: eric@brownfoxlaw.com 75024-3834

Suhail Bawa
c/o Eric Wood (Brown Fox)
8111 Preston Rd. Ste 300
Dallas, TX 75225-6329

(p)TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ATTN BANKRUPTCY PROGRAM
P O BOX 13087
MC 132
AUSTIN TX 78711-3087

Union Gateway, LLC
c/o Ryan Little
P. O. Drawer 1977
El Paso, Texas 79999-1977

The Gateway Ventures, LLC
c/o PDG Prestige, Inc.
780 N Resler Drive, Suite B
El Paso, TX 79912-7196

Ashish Nayyar
c/o James M. Feuille
ScottHulse PC
P.O. Box 99123
El Paso, TX 79999-9123

Depcesh Shrestha
3708 N. White Chapel Blvd.
Southlake, TX 76092-2042

HD Lending LLC
c/o Stephen W. Nickey PC
1201 North Mesa Ste. B
El Paso, TX 79902-4000

Michael Dixon
780 N. Resler Drive Suite B
El Paso, TX 79912-7196

Rahim Noorani
c/o James M. Feuille
ScottHulse PC
P.O. Box 99123
El Paso, TX 79999-9123

Saleem Makani
c/o Eric Wood (Brown Fox)
8111 Preston Rd. Ste 300
Dallas, TX 75225-6329

Suresh Kumar
c/o Harrel Davis
PO Box 1322
El Paso, TX 79947-1322

Unesh Shrestha
8505 Revenue Way
North Richland Hills, TX 76182-7431

United States Trustee - EP12
U.S. Trustee's Office
615 E. Houston, Suite 533
P.O. Box 1539
San Antonio, TX 78295-1539

U.S. BANKRUPTCY COURT
511 E. San Antonio Ave., Rm. 444
EL PASO, TX 79901-2417

City of El Paso
c/o Don Stecker
112 E. Pecan St. Suite 2200
San Antonio, TX 78205-1588

El Paso County Tax AC
301 Manny Martinez Dr., 1st Floor
El Paso, TX 79905-5503

HD Lending, LLC
c/o Clyde A. Pine, Jr.
Mounce Green Myers
P.O. Box 1977
El Paso, Texas 79999-1977

PDG Prestige, Inc.
780 N. Resler Drive Suite B
El Paso, TX 79912-7196

Rahim Noorani, et al.
c/o Marty D. Price
2514 Boll St.
Dalals, TX 75204-2512

Suhail Bawa
c/o Eric W. Wood
Brown Fox PLLC
5550 Granite Parkway, Suite 175
Plano, Texas 75024
Email: eric@brownfoxlaw.com 75024-3834

Texas Attorney General
Environmental Protection Division
P.O. Box 12548
Austin, TX 78711-2548

Unesh Shrestha
c/o James M. Feuille
ScottHulse PC
P.O. Box 99123
El Paso, TX 79999-9123

Westar Investor Group LLC
c/o Eric Wood (Brown Fox)
8111 Preston Rd. Ste 300
Dallas, TX 75225-6329

Westar Investors Group, LLC
c/o Eric W. Wood
Brown Fox PLLC
5550 Granite Parkway, Suite 175
Plano, Texas 75024
Email: eric@brownfoxlaw.com 75024-3834

Jeff Carruth
Weycer Kaplan Pulaski & Zuber, P.C.
25 Greenway Plaza, #2050
Houston, TX 77046

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Texas Commission on Environmental Quality
Reg. 6 Office Compliance Enforcement
401 E Franklin Ave, Suite 560
El Paso, TX 79901-1212

End of Label Matrix	
Mailable recipients	31
Bypassed recipients	0
Total	31

PROPOSED ORDER

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

IN RE:	§	
	§	CASE NO 21-30071
THE GATEWAY VENTURES, LLC,	§	
	§	
	§	
Debtor.	§	

**ORDER GRANTING MOTION OF DEBTOR TO (I) REJECT ESCROW
CONTRACT AND (II) REFUND DEPOSIT**

On this day came on for consideration the *Motion of Debtor to (I) Reject Escrow Contract and (II) Refund Deposit* (the “Motion”) filed herein on April 6, 2021 by The Gateway Ventures, LLC (“TGV”). The Court finds and concludes that the Motion contained the appropriate notices under the Bankruptcy Local Rules; according to the certificate of service attached to the Motion, the Motion was served upon the parties entitled to receive notice under the Bankruptcy Local Rules; no party in interest filed a response or objection to the Motion or any such response or objection is overruled by this Order; and that upon review of the record of this case and with respect to the Motion that cause exists to grant the relief requested therein.

IT IS THEREFORE ORDERED THAT:

1. The Motion is granted as set forth herein.
2. All capitalized terms shall have the same meaning as ascribed to such terms in the Motion, unless otherwise defined herein.
3. The Lease is deemed rejected as of the Petition Date.
4. The Escrow Agent identified in the Lease may return the \$18,500.00 deposit to Union Gateway LLC.
5. Union Gateway LLC shall file no proof of claim in this bankruptcy case, and releases the TGV and the estate from any and all claims resulting from the Lease and the rejection thereof.

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Submitted by:

Jeff Carruth (TX SBN: 24001846)
WEYCER, KAPLAN, PULASKI & ZUBER, P.C.
3030 Matlock Rd. Suite 201
Arlington, Texas 76105
Telephone: (713) 341-1158
Fax: (866) 666-5322
E-mail: jcarruth@wkpz.com

PROPOSED ATTORNEYS FOR
THE GATEWAY VENTURES, LLC
DEBTOR AND DEBTOR IN POSSESSION

EXHIBIT TGV002

DocuSign Envelope ID: A1BC14AC-6E8C-4BF3-BA01-1B273242C5D9

ESCROW AGREEMENT AND LEASE AMENDMENT

This Escrow Agreement and Lease Amendment (this "*Agreement*") is entered into as of this 30th day of October 2020 (the "*Escrow Date*") by and between Gateway Ventures, a Texas limited liability company ("*Landlord*"), Union Gateway, LLC, a Texas limited liability company (the "*Tenant*") and Lone Star Title Company of El Paso, Inc. ("*Escrow Agent*").

RECITALS:

A. Landlord and tenant entered into that certain Restaurant Lease dated July 24, 2020 (the Lease), covering certain real property located in the City of El Paso, County of El Paso, Texas and more particularly described (the "*Premises*"):

Subject to the terms of Section 1.1 below, that certain approximately 36,753 square foot parcel identified as "Lot 6" of the real property located at "The Gateway" upon which shall be constructed by Landlord a 1 story building with approximately 5,000 square feet with approximately 750 square feet of patio, commonly referred to as the Union Draft House Grey Shell (the "Union Building" or "Building") and related site improvements, as shown on the Site Plan. Tenant shall install the "tenant Improvements" as defined and more fully provided in the Construction Addendum, within the Building.

B. Pursuant to the terms of the Lease, by September 1, 2020, Landlord should have obtained all required permits and licenses for construction of the Grey Shell Building;

C. Pursuant to the terms of the Lease, by November 1, 2020, Tenant agreed to deposit the initial Security Deposit in the amount of \$18,125.00 (the "*Security Deposit*");

D. Pursuant to the terms of the Lease, by December 1, 2020, Landlord was to cause the Building to be "substantially completed shall be the failure to meet this deadline;

E. As of the Date hereof, Landlord has not procured any licenses or permit, and construction has not broken ground;

F. The parties wish to change the substantial completion date to March 30, 2021 and if the substantial completion is not achieved by this deadline both Landlord and Tenant will rescind the Lease, releasing all obligations associated therewith, as if it were never signed; and

G. To that end, the parties wish to agree to deposit Security Deposit in the amount of \$18,125.00 in escrow and hereinafter referred to as the "*Escrow Amount*" which if disbursed to Landlord will be Tenant's Security Deposit and instruct the Escrow Agent as to when and to whom the Escrow Amount is to be disbursed.

NOW THEREFORE, for and in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, Landlord and Tenant hereby agree as follows:

ARTICLE 1

Amendment

The following provisions amend, modify and to the extent appropriate, supersede conflicting language found in the Lease:



EXHIBIT TGV002

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1.1 **Rescission of the Lease.** In the event Substantial Completion is not completed by March 31, 2021 both Landlord and Tenant will rescind the Lease, releasing all obligations associated therewith, as if the Lease were never signed.

1.2 **Term Commencement Date.** The Term Commencement Date will be April 1, 2021 provided that the deadline in §1.1 above is met.

Except as modified above, all remaining provisions of the Lease remain in full force and effect, enforceable by the parties in accordance with their terms.

ARTICLE 2

Opening of Escrow

2.1 **Appointment of Escrow Agent.** Subject to the terms, provisions and conditions of this Agreement, Landlord and Tenant hereby designate Escrow Agent as escrow agent with respect to the escrow of the Escrow Amount. Escrow Agent hereby accepts the obligations and duties of escrow agent with regard to the retention and disposition of the Escrow Amount in accordance with the terms, provisions and conditions of this Agreement and agrees to serve as escrow agent hereunder.

2.2 **Deposit and Administration of Escrow Amount.** During the term of the escrow created hereby, Escrow Agent shall deposit the Escrow Amount in a noninterest bearing, non-segregated account.

ARTICLE 3

Distributions

3.1 **Distributions of Escrow Amount Security Deposit.** On or before March 31, 2021 at 5:00 p.m. (Mountain) (the "Deadline"), Landlord shall deliver to Escrow Agent and Tenant, the final Structural inspection certified by Landlord's architect and written confirmation that it has turned over possession to Tenant for completion of Tenant Improvements(collectively, the "*Completion Information*"). Unless Escrow Agent receives notice from Tenant disputing the Completion Information, Escrow Agent is authorized and instructed to make payment from Escrow Amount to Landlord no earlier than fifteen (15) days after receipt of the Completion Information, without the necessity of further authorization and/or instructions from either Tenant or Seller. However and in the event the Escrow Agent does not receive the Completion Information by the Deadline, Escrow Agent is authorized and instructed to make prompt and immediate payment of the Escrow Amount to Tenant, not later than three (3) business days, without the necessity of further authorization and/or instructions from either Tenant or Seller.

3.2 **Termination of Escrow.** Upon the distribution of all of the Escrow Amount by Escrow Agent pursuant to this Article 3, the escrow created hereby shall automatically terminate.



EXHIBIT TGV002

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ARTICLE 4

Concerning Escrow Agent

4.1 Receipt of Amount. Escrow Agent hereby, by its execution of this Agreement, acknowledges receipt of the Escrow Amount.

4.2 Obligations of Escrow Agent. Escrow Agent, by its execution of this Agreement covenants and agrees to faithfully perform and fulfill the terms of the escrow created hereby, pursuant to the terms, provisions and conditions hereof. The obligations of Escrow Agent hereunder are performable at the offices of Escrow Agent specified below.

4.3 Disinterested Party. It is specifically understood and agreed by Landlord and Tenant that Escrow Agent has no interest in and is not a party to any agreement under which the escrow created hereby may arise, other than Escrow Agent's strict obligation to fully perform its duties as set forth herein. Escrow Agent is not responsible or liable in any manner whatsoever for the sufficiency of the Escrow Amount.

4.4 Litigation. If conflicting demands are made on Escrow Agent, Escrow Agent may withhold its performance under the terms of this agreement until the conflicting demands are withdrawn or the rights of the parties making the demands are settled by a court of competent jurisdiction, or deposit the Escrow Amount with the clerk of any court of competent jurisdiction upon commencement of an action in the nature of interpleader or in the course of any court proceedings. In the event that Escrow Agent becomes involved in litigation in connection with the escrow created hereby, Landlord and Tenant shall be jointly responsible to indemnify and hold harmless from any and all liabilities, losses, costs, damages and expenses, including, without limitation, attorneys' fees and costs of investigation, suffered and/or incurred by Escrow Agent as a result thereof; unless such litigation is between Landlord and Tenant, in which event the losing party shall be required to reimburse Escrow Agent for all of the aforementioned losses, costs, damages and expenses.

4.5 Reliance. Escrow Agent shall be protected and shall have the right to act upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which Escrow Agent, in good faith and the exercise of reasonable prudence and discretion, believes to be genuine. Escrow Agent shall be entitled to rely and act solely upon, any written notice for which provision is made herein; and in the event Escrow Agent receives conflicting or contravening instructions from the parties hereto with respect to the subject matter hereof, Escrow Agent shall be entitled to rely upon the instructions contained herein, notwithstanding a conflicting or contravening instruction.

4.6 Limitation on Liability. Escrow Agent shall not be liable for any act which Escrow Agent may do or refrain from doing in connection with the conduct and consummation of the escrow created hereby, except for Escrow Agent's negligence, willful misconduct, violation of the terms and provisions hereof, or violation of law.

4.7 Removal. Landlord and Tenant, jointly, may remove Escrow Agent, with or without cause and appoint a substitute Escrow Agent in which event Escrow Agent shall deliver the Escrow Amount as directed in writing by Landlord and Tenant.

4.8 Escrow Agent's Costs. Any escrow fees and costs owed to Escrow Agent under this Agreement shall be split equally between Landlord and Tenant and shall be in the amount of Three Hundred and fifty and No/100 Dollar (\$350.00) which amount shall be paid upfront at the time the Escrow is established.



EXHIBIT TGV002

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ARTICLE 5

General Provisions

5.1 Legal Disability. The bankruptcy, insolvency or other legal disability of any of the parties hereto shall not affect the terms of the escrow created hereby or prevent the performance by Escrow Agent of the duties of the Escrow Agent hereunder.

5.2 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

5.3 Notice. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be in writing and shall be personally delivered or mailed by prepaid certified mail, return receipt requested, or by overnight delivery service as follows:

Landlord : The Gateway Ventures, LLC
780 N. Resler Drive, Suite B
El Paso, TX 79912
Attn: Michael Dixson

With a copy to: Mounce, Green, Myers, Safi, Paxson & Galatzan, P.C.
100 N. Stanton, Suite 1000
El Paso, Texas 79901
Telephone: (915) 532-2000
Facsimile: (915) 541-1597
Attn: Ryan Little, Esq.

Tenant: Union Gateway, LLC
9611 Acer, Suite B-126
El Paso, TX 79925

Escrow Agent : Lone Star Title Company of El Paso, Inc.
6701 N. Mesa. Suite A
El Paso, Texas 79912
Telephone: (915) 545-2222
Attn: John Martin

5.4 Captions. Captions contained in this Agreement are for reference and identification purposes only and shall not affect in any way the meaning of interpretation of any provision of this Agreement.

5.5 Amendment. This Agreement may not be amended except by the written agreement of all of the parties hereto.

5.6 Counterpart and Facsimile Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be one and the same original and a telecopy or facsimile transmission shall be binding on the party or parties whose signatures appear thereon.

5.7 Interpretation. Landlord and Tenant expressly acknowledge and agree that this Agreement is being delivered simultaneously with the closing of the Purchase Agreement and shall not be deemed to

EXHIBIT TGV002

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modify, amend or supercede the Purchase Agreement. Escrow Agent will have no responsibility to interpret the Purchase Agreement and may rely solely on the provisions contained in this Agreement.

5.8 Successors and Assigns. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

5.9 Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas and Venue shall be any State Court in the County in which Premises are located.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the Date.

LANDLORD:

The Gateway Ventures, LLC, a Texas limited liability company

By: DocuSigned by: Michael Dupson 4218A25C2B54418...

Its: Manager

TENANT:

Union Gateway, LLC

By: John Geske

Its: authorized agent

ESCROW AGENT

Lone Star Title Company Of El Paso, Inc.

By: _____

Its: _____

List of Schedules and Exhibits:

Exhibit A – Legal Description of the Property

0016677-00101/RLIT/1560836

5

④

EXHIBIT TGV002

DocuSign Envelope ID: A1BC14AC-6E8C-4BF3-BA01-1B273242C5D9

EXHIBIT "A"

Subject to the terms of Section 1.1 below, that certain approximately 36,753 square foot parcel identified as "Lot 6" of the real property located at "The Gateway" upon which shall be constructed by Landlord a 1 story building with approximately 5,000 square feet with approximately 750 square feet of patio, commonly referred to as the Union Draft House Grey Shell (the "Union Building" or "Building") and related site improvements, as shown on the Site Plan. Tenant shall install the "tenant Improvements" as defined and more fully provided in the Construction Addendum, within the Building.

0016677-00101/RLIT/1560836

6

